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STATE MS.-DEBOTO CO.
FILED

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BK 69 PG 397

W.E. DAVIS CH. CLK.

by: P. Stanley

PROPERTY SETTLEMENT AGREEMENT

This contract is made and entered into this the 2nd day of August, 1995, by and between DAN MILLER, and RHONDA L. LITTLE.

WHEREAS, both parties are concerned about the orderly division of their property.

NOW, THEREFORE, each party does freely in the full knowledge of the facts and circumstances enter into the following written agreements for the settlement of any and all property rights between the parties:

I.

Each party agrees that no representations of any kind whatsoever have been made to either as an inducement to enter into this agreement, other than the representations set forth herein, and that this agreement contains all of the terms of the contract between the parties hereto.

II.

Each party acknowledges that this is a fair agreement and is not the result of any misrepresentations, fraud, duress, or undue influence exercised by either party upon the other, or by any person or persons upon either, and that this agreement contains the entire understandings and all agreements by and between the parties. This agreement shall be binding upon and inure to the benefit of the heirs, executors, and administrators to the parties

hereto.

III.

Each party for himself or herself, his/her heirs, legal representatives, executors, administrators, and assigns hereby waives any rights of election which he or she may have regarding the estate of the other, and hereby waives any right to take against any Last Will and Testament of the other, unless same is executed in writing subsequent to the date of this agreement. Each party will, at the request of the other party, or his/her legal representatives, executors, administrators or assigns execute, acknowledge and deliver any and all deeds, releases, or any other instruments necessary to bar, release or extinguish such interests, rights and claims, or which may be needed for the proper carrying into effect of any of the provisions of the Agreement.

IV.

Each party agrees to hold harmless the lawyers and firms of record in this matter for any tax consequences that either party may have as a result of this agreement as they have not sought or received advice or counseling in tax matters, but in fact have been directed to seek the same from a qualified accountant or tax attorney.

V.

The parties agree that all indemnity provisions herein relating to the payment of third-party debts shall, for the purpose of the Bankruptcy Code, be construed as part of the support provisions of this Agreement and that all support or alimony

agreements contained herein are based on the premises that the party agreeing to pay said debts will pay them.

VI.

The parties acknowledge that DAN MILLER, is represented by the law firm of Smith, Phillips, Mitchell, Scott and Rutherford. That RHONDA L. LITTLE, is not represented by counsel, but has been advised that the law firm of Smith, Phillips, Mitchell, Scott and Rutherford represents only the interests of DAN MILLER. RHONDA L. LITTLE, although advised and encouraged to seek counsel to protect her interests, desires to proceed into the making of this contract as her free and voluntary act.

VII.

RHONDA L. LITTLE will receive all right, title and interest in and to her vehicle, a 1993 Dodge Dakota.

VIII.

The parties have divided their personal property. That DAN MILLER will quit claim his interest in and to the home of the parties located at 887 Laughter Road North, Hernando, Mississippi to RHONDA L. LITTLE and RHONDA L. LITTLE will pay to the DAN MILLER \$2,000.00 for his interest in and to said real property. RHONDA L. LITTLE has already paid DAN MILLER \$1,800.00, therefore she owes DAN MILLER the remaining balance of \$200.00 for his interest in the property.

IX.

That RHONDA L. LITTLE will pay to DAN MILLER \$1,000.00 to be used to pay part of the Sears charge account debt. If she does not

pay this amount then DAN MILLER will receive the parties riding lawn mower.

X.

Each party will be responsible for his or her own debts and hold the other party harmless and blameless for payment of the same.

XI.

The parties agree to sign any documentation necessary to give full force and effect to the agreements made herein.

WITNESS THE SIGNATURES of DAN MILLER and RHONDA L. LITTLE to the agreement herein before specified this the 2nd day of August, 1995.

Dan Miller
DAN MILLER

Rhonda L. Little
RHONDA L. LITTLE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the State and County aforesaid, the within named DAN MILLER who acknowledged that he signed and delivered the above and foregoing Property Settlement Agreement on the day and year therein mentioned as his free and voluntary act and deed for the purposes therein expressed.

Rebecca S. Thompson
NOTARY PUBLIC

My Commission Expires :

April 26, 1997

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the State and County aforesaid, the within named RHONDA L. LITTLE who acknowledged that she signed and delivered the above and foregoing Property Settlement Agreement on the day and year therein mentioned as her free and voluntary act and deed for the purposes therein expressed.

Terri P. Barnett
NOTARY PUBLIC

My Commission Expires :
MY COMMISSION EXPIRES SEPT. 23, 1997



THIS DOCUMENT PREPARED BY:
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